

SOFTWARE MASTER SERVICE AGREEMENT

1. Applicability

1.1. This Software Master Service Agreement apply to all agreements between myReach and the Customer (together with myReach, the “Parties”) in relation to the provisioning of the Cloud Services by means of the Agreement, unless expressly agreed otherwise in writing between the parties. The Customer may contract additional Cloud Services to the ones provided by default by concluding separate agreements with myReach via the correspondent Order Forms. If myReach should offer further services in the future, this Agreement shall also apply to this extended offer through the corresponding Order Forms.

1.2. The Agreement, the Order Form, the Data Processing Agreement, the myReach Service Level Agreement (if applicable) and the relevant Documentation exclusively govern the contractual relationship between the Customer and myReach. Any pre-contractual negotiation or correspondence as well as the potential general terms and conditions of the Customer are hereby excluded by mutual agreement between the parties.

The Agreement is for the sole benefit of the parties hereto. Third parties shall only be included in the scope of protection and performance if expressly agreed between the parties.

1.3. In the event of conflicts between the Software Master Service Agreement and its Annexes, and complementary Documentation, the provisions of the Software Master Service Agreement prevail.

1.4. This Agreement shall also apply to any Pilot Versions of the provision of the Services. The duration of the Pilot Version shall be subject to the terms outlined in the Order Form. During the Pilot Version, some functionalities and Cloud Services may be limited, as determined by myReach. All provisions of this Agreement, including but not limited to confidentiality, intellectual property rights, and limitations of liability, shall apply mutatis mutandis. Upon the expiration or termination of the Pilot Version, the parties shall negotiate in good faith to determine the terms for continuation of services under a full-scale implementation, which may include execution of a new or amended Order Form non applying any automatic renewal on the Pilot Version.

2. Scope of Service

2.1. MyReach Cloud Services provides the ultimate knowledge management solution that organizes and analyzes all your digital data (documents, media, notes, websites and more), providing a seamless and intuitive search experience through your knowledge. For the sake of clarity, myReach Cloud Services does include custody, depository, backup services regarding the data deposited by the Customer while using the Cloud Services. Cloud Services may include access by the Customer to functionalities such as widgets to be integrated into the Customer's own informatic systems for automatic AI-based interaction with the Customer's end-users following the Customer's own independent parameterization according to the instructions given to myReach. Cloud Services can be provided to the Customer as a Standard Functionality, as a Widget Functionality, or as a Full Service.

- 2.2. myReach reserves the right to make such Continuous Modification as it deems appropriate for the success of its business model and the Services to be provided. In the event of material changes, myReach will notify the Customer of the Continuous Modification by e-mail or within the Cloud Services within a reasonable notice period. Unless terminated by the Customer, the Continuous Modification shall take effect on the date specified by myReach at any time.
- 2.3. Specific Projects are not included in the Cloud Service Fees established in Clause 4 of this Agreement, are delivered on a time and material basis and invoiced in accordance with the price list in effect at the time of delivery. Meals, lodging, travel and other reasonably necessary out-of-pocket expenses are charged separately to the Customer.
- 2.4. Specific Projects may be requested by Customer, consisting of specific development of interfaces to ensure proper exchange of information between Standard Functionality and Customer information systems and applications. Specific Projects shall be provided by myReach according to the following conditions:
 - 2.4.1. Time and materials: on a weekly basis, myReach shall send Customer an invoice for the services rendered with a report describing all hours invested by myReach development team, applicable hourly rates and total fees to be paid by Customer. Customer shall pay weekly fees immediately upon receipt of each invoice issued by myReach. myReach shall be entitled to suspend provision of Specific Project services at any Customer's failure to pay in full any invoices issued by myReach. In the event of Specific Project being suspended by Customer's failure to pay in full any weekly invoices, myReach shall only be entitled to re-start providing Specific Project services at Customer's full reimbursement to myReach of all pending or unpaid fees.
 - 2.4.2. Specific Project scope: myReach and Customer shall agree in good faith the specific functionalities to be developed. myReach shall deliver Customer with a Project Scope Description for Client's acceptance within a maximum term of three (3) business days. Project Scope Description shall be deemed to be accepted in full by Customer if not rejected by Customer within such three (3) business days' acceptance period. If Customer rejects Project Scope Description within such acceptance period, myReach shall deliver, within the shortest possible term, a new version of the Project Scope Description. Each new version of the Project Scope Description shall be submitted to the same three (3) business days acceptance period as foreseen for the initial version.
 - 2.4.3. Customer acceptance: myReach shall invest its best efforts to complete the Specific Project within the initial estimated project deadline described in the chart above. At myReach delivery to Customer of object code of the Specific Project Interface Functionalities, as described in the agreed Project Scope Description, Customer shall have five (5) business days to test them for acceptance. Specific Project Interface Functionalities shall be deemed to be accepted in full by Customer if not rejected by Customer within such five (5) business days' acceptance period. If Customer rejects Specific Project Interface Functionalities within such acceptance period, myReach shall deliver, within the shortest possible term, a new version of the Specific Project Interface Functionalities. Each new version of the Project Scope Description shall be submitted to the same five (5) business days acceptance period as foreseen for the initial version.

2.4.4. Non-conformity: when rejecting acceptance of either Project Scope Description or Specific Project Interface Functionalities, Customer shall describe in detail the reasons for non-acceptance, to enable myReach to apply proper and suitable remedies and to successfully complete the Specific Project. Customer failure to provide such detailed descriptions for non-acceptance shall be construed as Customer acceptance of either Project Scope Description or Specific Project Interface Functionalities.

2.4.5. No penalties: due to the specific customized nature of Specific Projects, no penalties whatsoever shall apply in the event that the Specific Project is not completed within the initial estimated project deadline described in the chart above.

3. Right to Use

- 3.1. For the delivery of Cloud Services, myReach provides the Customer with access to an online platform for the term specified in the Agreement, from the Effective Date, that includes various Cloud Services and may also include additional service modules that the Customer may also purchase from time to time based on Specific Projects as defined in clause 2.3. and 2.4 of this Agreement.
- 3.2. myReach grants the Customer a limited, non-exclusive, non-transferable right to use the Cloud Services for its own internal purposes within the scope of the contractually intended use meaning internal use, the use by the Customer for the internal management of its commercial activity, without the possibility of being able to market the Cloud Services to third parties in any form whatsoever.
- 3.3. The Service or the underlying software, the system performance required for use and the necessary storage space for data of myReach and the Customer shall be provided by myReach or a hosting provider commissioned by myReach with whom myReach has signed the relevant agreements. The system area assigned to the Customer is protected against access by third parties by means of state-of-the-art security measures as indicated in clause 13 of the Agreement.
- 3.4. myReach provides the Customer with the log-in data required for the identification and authentication in the Cloud Services once the Cloud Services have been made available to the Customer. Should the Cloud Services be licensed for named users, the Customer may permit named users or Authorised Users to use the Cloud Service and other services to the extent contractually agreed (in particular, without limitation, in accordance with the agreed usage metrics and volumes) and the log-in data for the Cloud Services may not be passed on or used by several persons at the same time taking into account the conditions set out in the Agreement. However, the condition of Authorised User may be transferred from one person to another when the original user is no longer authorised to use the Cloud Service and that circumstance is communicated to myReach. The Customer is not permitted to transfer log-in data to third parties other than additional Authorised Users who have been considered in the calculation of the fee set out in this Agreement.
- 3.5. The Customer is fully responsible for the actions and omissions of its Authorised Users, affiliated companies and business partners as if these are its own actions and omissions and obliges them to use the Service in accordance with the Agreement.

- 3.6. The Customer shall have complete responsibility, and the Customer understands and agrees that myReach shall have no responsibility or liability whatsoever, for any and all data and content provided or generated by Customer. In particular, without limitation, Customer may not:
- i. Sublicense, license, sell, lease, rent, distribute, translate or otherwise make available the Cloud Services or the Documentation or provide access to any third party;
 - ii. Unless permitted by mandatory Swiss statutory law copy, translate, disassemble, decompile, reverse engineer or otherwise modify the Cloud Services in whole or in part, or create derivative works based thereon; however, the Documentation may be copied for internal use to the extent necessary, provided that the version shown in the Service governs;
 - iii. Use the Cloud Services in any manner that is contrary to applicable law, including, without limitation, the unlawful usage of data, and transmitting information or data that is unlawful or infringes any copyright, patent, trademark, trade secret, or other intellectual property rights of others;
 - iv. Conduct Penetration tests without prior consultation and approval;
 - v. Endanger, interfere, compromise, or circumvent the privacy, use and/or security of the Service, including without limitation submit data or content that may contain viruses or other harmful components;
 - vi. Breach any duty toward, or rights of, any person including, without limitation, rights of publicity or privacy, or take actions that can otherwise result in consumer fraud, product liability, tort, breach of contract, injury, or damage or harm of any kind to any person; or
 - vii. Provide or otherwise make available myReach, in whole or in part, including object and source code, in any form to any person or third party without prior written consent from myReach.
- 3.7. The terms of this Agreement apply to myReach including any updates or supplements, which myReach may discretionally make available to the Customer.
- 3.8. myReach Cloud Services may contain links to web services provided by partners of myReach and/or third-party providers on external websites that are accessible through myReach Cloud Services and are subject to the terms and conditions of use of such third-party providers. myReach only provides technical access to the content of such linked websites, the content of which is the sole responsibility of such third parties.
- 3.9. By accepting this Agreement, the Customer authorizes myReach to store and backup their data and information. In order to ensure continuous functioning of the Cloud Services, the Customer may grant permission for myReach to access or review his information to resolve specific issues. The Customer grants myReach permission to perform these actions, and this permission extends to affiliates of myReach.

4. Fees

- 4.1. The fee to be paid by the Customer for the Cloud Services is determined by the Agreement and the correspondent price valid at the time of the offer made to Customer, which can be obtained from myReach at any time upon request or can be included in the correspondent Order Form when myReach provides it. myReach charges a fee for the Cloud Services and the total fees payable to myReach are described in the Order Form including applicable taxes and fees. Billing periods may vary as agreed between myReach and the Customer in the Order Form. These billing periods may be monthly or yearly, although the Parties may agree on other periods in some cases. A refund of the fees in case of termination of the Agreement is excluded, except as otherwise explicitly stated herein. Any additional fees, if applicable, will be charged when applicable.
- 4.2. The Parties will agree in the Order Form one of the following Billing periods:
- 4.2.1. Yearly – Customer shall pay Total Fees immediately upon receipt of myReach invoice. myReach shall only start providing Cloud Services to Customer when Total Fees are paid in full by Customer.
- 4.2.2. Monthly – myReach shall issue monthly invoices on the first day of each calendar month, and Customer shall pay monthly fees immediately upon receipt of each monthly invoice issued by myReach. myReach shall only start providing Cloud Services to Customer when the first monthly invoice is paid in full by Customer and shall be entitled to suspend provision of Cloud Services at any Customer's failure to pay in full any monthly invoices issued by myReach. In the event of Cloud Services being suspended by Customer's failure to pay in full any monthly invoices, myReach shall only be entitled to re-start providing Cloud Services at Customer's full reimbursement to myReach of all pending or unpaid fees. Penalties established in Annex III shall not apply during these suspension periods.
- 4.3. The Pilot Versions are not subject to a Billing Period and are subject to a one-off payment at the time of contracting the Services.
- 4.4. Customer shall reimburse myReach on request for all travel, lodging and related costs and expenses incurred by myReach and its Affiliates in connection with any additional services provided at any location.
- 4.5. Payments are due 30 days after the date of the invoice. Customer failure to pay Cloud Services fees in due course shall entitle myReach to immediately suspend Customer access to and use of the Cloud Services. Customer acknowledges that myReach shall not be obliged to re-establish access to, or use of, Cloud Services until all pending payments are duly paid in full to myReach, including any and all costs, disbursements or expenses caused to myReach as result of such pending payments. Except as explicitly stated otherwise, all fees paid by Customer are non-refundable and no right of set off exists.
- 4.6. Any other services provided outside the agreed scope of customer support or contractual obligations shall be remunerated separately by the Customer. The applicable fees of myReach shall apply.
- 4.7. myReach reserves the right to change prices at any time, unless otherwise expressly agreed. myReach will notify the Customer of any price changes at least thirty (30) days in advance. These prices will be applicable from the next Billing Period to be billed to the User.

- 4.8. Furthermore, myReach may increase the fees with prior notice, including without limitation in the event of further development, the expansion of the Cloud Services offered by myReach, or increased supply chain prices. The increase shall be effective 1 month after the date of the notification. If a recurring fee (e.g. monthly, quarterly, yearly) has been agreed, the recurring fee can be increased at the earliest 12 months after the initial conclusion of the Agreement. The Customer shall have the right to terminate the affected part of the Agreement within the notice period to the date the price increase comes into effect if the increase reaches up to 10% of the last annual total fee.
- 4.9. Customer can pay invoices using the payment methods offered by myReach. If a fee cannot be collected, the Customer shall bear all costs incurred by myReach, including without limitation bank charges in connection with the return of direct debits and comparable charges. If any amount is not paid within a period of thirty (30) days from the date of the applicable invoice, myReach shall be entitled to suspend all or part of the Cloud Services, as applicable, until payment of such invoice in full.
- 4.10. Unless expressly agreed otherwise, all amounts stated in the Agreement are exclusive of all duties or taxes. The Customer shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, or charges of any kind imposed by state or local governmental entities on amounts payable by the Customer.
- 4.11. The Customer acknowledges that fees applicable to Pilot Versions are distinct and separate from fees charged for a full services provision. The Pilot Versions fees will be determined based on the scope, duration, and complexity of the project, as indicated by myReach. Fees and licenses applicable to Pilot Versions are not extendable.

5. Term and termination

- 5.1. The term of the Agreement corresponds to the term associated with the Billing Period agreed by the Parties in the Order Form. The term of the Agreement shall automatically renew for a period equivalent to the Billing Period agreed by and between the Parties in the Order Form. Each Billing Period shall constitute a separate term of this Agreement.
- 5.2. Either Party may terminate this Agreement upon providing written notice to the other Party at least one month prior to the effective termination date set out in clause 5.1. Termination notices must be sent via certified mail or email to the respective party's designated contact person.
- 5.3. Without prejudice of my Reach right to suspend access or use of Cloud Services as established in clause 4.3 of this Agreement, either Party may terminate the Agreement upon 30 days prior written notice if the other party breaches a material provision of the Agreement and fails to cure such breach within the 30 days' notice period.
- 5.4. It shall be deemed a material breach if there is reasonable suspicion that the Customer is committing unlawful acts in connection with the use of the Cloud Services. Without prejudice of termination rights established in clause 5.3 of this Agreement, my reach shall also be entitled to immediately suspend Customer access to and use of the Cloud Services, and Customer acknowledges that myReach shall not be obliged to re-establish access to, or use of, Cloud Services until the material breach is remedied in full.

- 5.5. Violation of clause 15 of this Agreement may result in the suspension or termination of access to the Cloud Services at the sole discretion of myReach reserving myReach the right to take appropriate action, including legal remedies, against any individuals or entities including the Customer found to be in violation of such clause.
- 5.6. If the Customer terminates the Agreement due to myReach's unremedied material breach, the Customer is entitled to a pro rata refund of the unearned pre-paid license fees.
- 5.7. Termination of the Agreement does not (i) relieve the Customer of its obligation to pay all fees that have accrued or are otherwise owed by the Customer under the Agreement or (ii) limit either party from pursuing other remedies available to it, including injunctive relief.
- 5.8. Upon expiry or termination of the Agreement, myReach shall, at the request of the Customer, confirm that all data, documents and copies which have been made pursuant to the Agreement and which are not subject to any storage obligation will be deleted or destroyed.

6. Customer's Obligations

- 6.1. The Customer shall provide myReach with the documents, information and data necessary for the provision of the Cloud Services in a complete, correct, timely and free of charge manner. The Customer must follow the instructions given by myReach in the relevant Documentation when describing, isolating, detecting and reporting errors or bugs.
- 6.2. The Customer must describe error reports and questions to such an extent that myReach can remedy the situation as quickly as possible with reasonable effort. The Customer relies on competent employees for the above.
- 6.3. The Customer has implemented sufficient technical and organizational security measures on its own hardware to prevent any kind of malicious activity on your hardware or software including the Cloud Service.
- 6.4. The Customer shall prevent unauthorized access by third parties to the Cloud Services and the associated software and shall also oblige its employees and agents to comply with this obligation.
- 6.5. The Customer is solely responsible for the accuracy, completeness and timeliness of information provided. The Customer warrants, represents and guarantees that any provided information is not unlawful and that it complies with applicable laws, stock exchange regulations and market practices.
- 6.6. If myReach's performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Customer or its agents, subcontractors, consultants, or employees, myReach shall not be deemed in breach of its obligations under the Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by the Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.
- 6.7. The Customer shall indemnify, defend, and not hold liable myReach and its employees, officers, directors, providers, and other agents, from and against any and all losses, damages, demands, claims, actions, liabilities, fines, penalties, expenses, and related expenses (including reasonable legal fees) asserted against or incurred by myReach that

arise out of, or result from: (i) any data uploaded to the Service; and (ii) the Customer's breach of this Agreement.

7. Availability

- 7.1. myReach offers the availability of the Cloud Services according to the Service Levels described in ANNEX III. myReach failure to comply with the offered Cloud Services availability shall only be construed as a breach of this Agreement in the event that myReach does not effectively apply to Customer the compensations described in Annex III.
- 7.2. myReach advises the Customer that restrictions or impairments of the Service may arise which are beyond the control of myReach, including without limitation actions of third parties who do not act on behalf of myReach, force majeure, fires, strikes, accidents, or acts of God and technical conditions beyond the control of myReach, e.g. the Internet. The hardware, software and technical infrastructure used by the Customer can also influence myReach's Cloud Services. Any delay or default affecting the availability, functionality or timely performance of the Cloud Services caused by such circumstances will not constitute a breach of the Agreement. The Customer bears sole responsibility for the functionality of its internet access, including the transmission paths and its own hardware.
- 7.3. From time to time, myReach may find it necessary to suspend partially or totally the Cloud Services for maintenance, upgrades, or improvements committing myReach to use reasonable efforts to schedule those maintenance activities during off-peak hours and to provide advance notice to the Customer of any planned suspension of services which will be provided via e-mail.
- 7.4. myReach shall not be liable for any damages, losses, or inconvenience resulting from the suspension of services for Maintenance Activities, provided that myReach complies with the notice requirements set forth herein.

8. Warranty

- 8.1. myReach warrants to the Customer that the Cloud Services will perform materially in accordance with the applicable Documentation.
- 8.2. myReach warrants to the Customer that it shall perform the Cloud Services using personnel of required skill, experience, and qualifications, and in a professional manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the Agreement.
- 8.3. myReach shall not be liable for a breach of the warranty set forth above, unless the Customer used the Cloud Services in accordance with the Agreement and Documentation and gives written notice of the defective Cloud Services, reasonably described in detail, to myReach within ten (10) days of the time when the Customer discovers, or ought to have discovered, that the Cloud Services were defective.
- 8.4. Subject to the preceding paragraph, myReach shall, at its sole discretion, repair or re-perform such Cloud Services (or correct the defective part). If at the sole discretion of myReach the error cannot be corrected with reasonable commercial efforts, then myReach may terminate the affected Service and credit or refund the price of such defective Cloud

Services that the Customer prepaid on a pro rata basis for the period following the effective date of termination.

- 8.5. To the maximum extent permitted by applicable law the abovementioned remedies shall be the customer's sole and exclusive remedy and myReach's entire liability for any breach of the limited warranty set forth in this section 8.
- 8.6. Except for the warranty set forth in this section 8 above, and to the maximum extent permitted by law, myReach makes no warranty whatsoever with respect to the cloud services, including but not limited to: any (a) warranty that any services are error-free, accurate, complete or reliable or will operate without interruption or that all errors will be corrected or will comply with any law, rule or regulation; or (b) warranty of merchantability, fitness for a particular purpose; title; whether statutory, express or implied by law, course of dealing, course of performance, usage of trade or otherwise. myreach cannot and does not guarantee the privacy, security or authenticity of any information so transmitted over or stored in any system connected to the internet.

9. Indemnity

- 9.1. myReach shall, at its own expense, defend or at its option, settle, any claim or action brought against Customer to the extent it is based on a claim that the Service as used in accordance with the Agreement, infringes any patent, copyright, or any trade secret of a third party. Furthermore, myReach will indemnify and hold Customer harmless from and against damages, costs, and fees reasonably incurred (including reasonable attorneys' fees) that are attributable exclusively to such claim or action and which are assessed against Customer in a final judgment. myReach's obligations to defend, settle, or indemnify Customer are subject to (i) Customer promptly notifying myReach in writing of such claim; (ii) myReach having the exclusive right to control such defense and/or settlement; and (iii) Customer providing reasonable assistance (at myReach's expense) in the defense thereof. Customer shall not settle any claim, action or proceeding without myReach's prior written approval.
- 9.2. If myReach defends or settles an infringement claim arising under section 9.1 above, myReach's liability and customer's sole and exclusive remedy (in addition to the "indemnity") shall be for myReach at its own expense, to either (a) repair, replace or modify the affected service or (b) alternatively, procure for customer the right to continue to use the affected service. If the foregoing
- 9.3. Remedies are not commercially feasible (in the reasonable opinion of myReach), myReach may cancel the applicable order for the affected service and refund any unearned license fees paid to myReach by customer for the affected service.
- 9.4. This Section 9 states the entire liability of myReach and its Affiliates, and the sole and exclusive remedy of the Customer and any person or entity claiming through them, in relation to any claim that services or materials supplied hereunder infringe the intellectual property rights of a third party.

10. Limitation of Liability

- 10.1. Except for (i) damages for bodily injury, death, damage to real or tangible personal property; (ii) intentional misconduct or gross negligence; or (iii) any other liability that may not be limited

under applicable law (the “excluded matters”), in no event shall myReach be liable to the customer, or to any third party, for any loss of use, revenue, or profit or loss of data or diminution in value, failure to realise expected savings, damage to reputation, business interruption, downtime costs or for any consequential, incidental, indirect, exemplary, special, or punitive damages, whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damages were foreseeable or whether or not myReach has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

- 10.2. in no event and to the maximum extent permissible under applicable law shall myReach’s aggregate liability arising out of, or related to, this agreement, whether arising out of, or related to, breach of contract, tort (including negligence), or otherwise, exceed the aggregate amounts paid or payable to myReach pursuant to the applicable agreement giving rise to the liability for the proceeding twelve months period.

11. Confidentiality

- 11.1. Any information relating to the Cloud Services, products or business of a party or its Affiliates (“Disclosing Party”) that is disclosed by or on behalf of the Disclosing Party to the other party (“Receiving Party”) or its directors, officers, employees, or Subcontractors (“Personnel”) as a result of or in connection with this Agreement shall be deemed to be “Confidential Information” of the Disclosing Party to the extent expressly identified or otherwise reasonably identifiable as such, except as mutually agreed by the Parties in writing.

11.1.1. The Confidential Information of myReach shall include any service, the Cloud Services, the Documentation.

11.1.2. The Confidential Information of Customer shall include Customer Data.

- 11.2. The Confidential Information of the Parties shall exclude any information that Receiving Party can demonstrate (a) is or becomes generally available to the public through no fault of Receiving Party; (b) is disclosed to Receiving Party by a third party (unless and until Receiving Party has reasonable grounds to believe that such disclosure was in breach of any obligation to Disclosing Party); or (c) was known to Receiving Party prior to it having access to the Confidential Information or was independently developed by Receiving Party without reference to or use of the Confidential Information.
- 11.3. The Receiving Party will use all reasonable efforts to keep confidential the Confidential Information of the Disclosing Party using the same standard of care it employs in protecting its own Confidential Information of a similar nature. The foregoing shall not prevent the Receiving Party from disclosing such Confidential Information to its Affiliates and its (and their) Personnel (but not in any event to a Competitor of the Disclosing Party) as reasonably necessary in connection with the exercise of rights and performance of obligations hereunder, provided that Receiving Party takes reasonable steps to ensure that such Confidential Information is treated as confidential by each such disclosee.
- 11.4. Upon the expiration or termination of this Agreement (or earlier where provided herein), the Receiving Party shall cease to use the Confidential Information of the Disclosing Party and shall destroy all copies of the foregoing and any other material containing or reflecting such Confidential Information that is in the Receiving Party’s possession or under its control, including expunging the foregoing from any computer on which it may have been installed

or stored, and shall certify its compliance with the foregoing upon request. The foregoing obligation shall also apply to Customer in respect with any part of the Documentation upon expiration, termination or suspension of this Agreement or Customer's rights hereunder.

- 11.5. In the event of termination of the Agreement, the Customer's Data stored in the Customer's account will be returned to the Customer at request.
- 11.6. Customer will have a period of 30 days from the termination of this Agreement to request myReach the return of all the Customer Data stored in the Cloud Service. After such period, the information will be permanently deleted at myReach's discretion.
- 11.7. Customer acknowledges that certain technical limitations or constraints may apply to the return of information, and therefore, the Provider shall make reasonable efforts to accommodate the Client's request, subject to applicable laws and regulations. In the event that Customer Data stored on Specific Projects is to be returned, myReach reserves the right to charge a fee, previously communicated, for the return of such data associated with the effort to return the Customer Data to the Customer.
- 11.8. At the termination of the Agreement Customer will be requested to delete all the data stored in the Cloud Service. After such deletion Customer will not be able to recover any Customer Data.
- 11.9. In the event that Receiving Party is obligated by law or a regulatory authority having jurisdiction over the Receiving Party to disclose any Confidential Information:
 - 11.9.1. Notification. Receiving Party shall promptly inform Disclosing Party, so that Disclosing Party is given an opportunity to object to, challenge and to obtain protective relief or any other appropriate remedy.
 - 11.9.2. Disclosure. Receiving Party shall only disclose such Confidential Information to the extent required by law or by the regulatory authority and shall advise the disclosee of the confidential nature of the information being disclosed. To the extent feasible or practicable, the Receiving Party shall exercise reasonable efforts to request that confidential treatment will be accorded to the same level, if possible, under a confidentiality agreement no less protective than this Section III.
- 11.10. The Customer hereby grants permission for the use of their brand name, registered trademark and associated logos solely for the purpose of inclusion on myReach's website and in promotional materials referring to the Customer as myReach customer. This permission extends to text-based advertising materials as well. Any use beyond these specified purposes requires explicit written consent from the Customer.

12. Data privacy

- 12.1. The personal data included in this Agreement shall be processed by the other Party for the purpose of allowing the development, fulfilment and control of the agreed Cloud Service provision relationship, the basis of the processing being the fulfilment of the contractual relationship, the data being kept for as long as this relationship subsists and even afterwards, until the eventual liabilities deriving from it expire.

- 12.2. For the purposes of the provisions of the data protection regulations, the parties involved are hereby informed of the following:
- a) The respective data controllers for the processing of personal data are each of the companies to which the data of the participants are provided.
 - b) The contact data for privacy related issues of each of the Parties are indicated at the beginning of the Agreement.
- 12.3. The personal data of the participants will not be disclosed to third parties, except to (i) Public Administrations, (ii) auditing firms, law enforcement agencies in compliance with the legal and fiscal obligations of the entity (iii) interested third parties and their advisors in the framework of any operation of structural modification of the company or the contribution or transfer of business or branch of business activity under the legitimate interest of the correct governance of the company; (iv) third parties involved in the management of the activities carried out to satisfy our legitimate interest in maintaining the relationship with the company for which you work and for better administrative management and/or suppliers who need access to personal data for the provision of services that the Parties have contracted with such suppliers.
- 12.4. In the event that the Parties should need to contract the services of suppliers located in countries that do not have regulations equivalent to European regulations for the processing of your data, such contracting shall be carried out after complying with all the requirements established by data protection regulations, and applying the necessary guarantees and safeguards to preserve your privacy.
- 12.5. Customer has the right to access his/her personal data, rectify inaccurate data, request its deletion when the data is no longer necessary, request opposition or limitation of its processing or request its portability by sending a message to the Data Protection Officer of any of the Parties, at the postal address or e-mail address indicated above.
- 12.6. If you consider that the processing of your personal data is in breach of the regulations, you may:
- a) lodge a complaint with the Data Protection Officer(s) referred to above; or
 - b) file a complaint with the applicable Data Protection Agency.
- 12.7. This Privacy Policy does not apply to content that myReach process on behalf of Customers while provisioning the Cloud Services. MyReach use of such data is governed by the correspondent data protection agreement reached with Customer annexed hereto as **ANNEX II.**

13. Data security

- 13.1. Customer shall ensure that myReach has the right to store, copy and use the Customer Data during the Term in connection with the provision of the Cloud Services to the extent necessary to perform its obligations under this Agreement.
- 13.2. Customer acknowledges that Customer Data will not be the Master Record and that myReach is not responsible for meeting Customer's regulatory obligations regarding data

retention. At all times, Customer shall maintain the primary backup copy of Customer Data on other Customer's own- or third-party hosting systems.

- 13.3. The Company hereby warrants that it has obtained ISO 27001 certification, demonstrating compliance with internationally recognized information security standards having implemented state-of-the-art security measures to safeguard the confidentiality, integrity, and availability of the Cloud Services provided herein. The security measures currently implemented by myReach on Cloud Services can be found here: <https://handbook.rea.ch/about/security/>.
- 13.4. MyReach reserves the right to periodically update and improve its security measures without prior notice to the Customer, provided that such updates do not materially degrade the level of security provided herein.

14. Intellectual Property Rights

- 14.1. The Customer may only use the Cloud Services to the extent contractually allowed. The Customer is only granted the rights of use expressly granted herein. No other rights are granted and all intellectual property rights on the Cloud Services and any Specific Projects pursuant clause 2.4 of this Agreement, shall remain at all times with MyReach and shall be exclusively owned by myReach, its affiliated companies or its licensors, even to the extent that such rights have arisen as a result of the specifications of or cooperation with the Customer.
- 14.2. Customer does not have ownership of any intellectual property rights raised from the use of the Cloud Services, any parametrization, adjustment, custom software development and/or the Documentation or any other right in or on such intellectual property rights, nor shall Customer be considered an owner of any copy thereof as may be contemplated by applicable law. Customer shall not infringe, misappropriate or violate such intellectual property rights or assist or cause any third party to do so.
- 14.3. Customer shall take all necessary internal measures according to international best practices, including access controls and system security requirements, to prevent any unauthorized access to, or use of, the Software Service, its Cloud Services and the Documentation, and promptly provide any information reasonably requested by myReach regarding the use of the Cloud Services and the Documentation. If myReach has reason to believe that there is a threat of violation of its intellectual property rights, myReach shall have the right during Customer's normal business hours to inspect the premises and computers of Customer and its affiliates to investigate same without prior notice.
- 14.4. Unless otherwise agreed, the Customer is entitled to all rights to and in relation to the Customer's data.
- 14.5. Should the Customer provide copyrighted or trademarked material and works of the Customer to myReach for the performance of the Agreement, the Customer grants myReach a royalty free, non-exclusive right to use such copyrighted or trademarked material and works for the term of the Agreement.

15. Output and acceptable use

- 15.1. Where the provision of the Cloud Services involves the creation of content by the Cloud Service or the deployment of any kind of widget tended to offer to the Customer an automatic AI-based interactive chat with the Customer's end-users, the following shall apply:
- 15.1.1. Customer or Customer's end-users may provide Input to the Cloud Services and obtain Output based on Customer's or Customer's end-users Input through the use of the Cloud Services. The Input and Output are collectively referred to as the "Content" which will form part of the Customer's Data. Customer is responsible for the Content and must ensure that it does not violate applicable law or this Agreement. Customer represents and warrants that has all necessary rights, licenses and permissions to place Input on the Cloud Services bears all responsibility for its end-users Input.
 - 15.1.2. Ownership of the Content. As between Customer and myReach, and to the extent permitted by applicable law, Customer will (a) retain ownership rights in the Input and (b) own the Output. Under this Agreement myReach assigns Customer full ownership, interests and all rights, if any, that we have in the Output. The foregoing assignment does not extend to the output of other users or the output of third parties.
 - 15.1.3. MyReach may use Content to provide, maintain, develop, and improve its Cloud Services, comply with applicable law, enforce this Agreement and its terms and policies and ensure the security of its Cloud Services.
 - 15.1.4. When Customer uses the Cloud Services, understands and agrees that the Output generated by the Cloud Services may not always be accurate. Therefore, the Customer shall not consider such Output as the sole source of accurate information or as a substitute for professional advice. The Customer shall evaluate the accuracy and appropriateness of the Output in relation to a particular use case, including by conducting a human review, if applicable, before using or sharing the output generated by the Cloud Services. If the output refers to third-party products or services, this does not imply that the third party endorses or is affiliated with myReach. The content of this clause must be passed on by the Customer to its end-users under the Customer's sole responsibility in the event that it is not provided.
 - 15.1.5. Customer acknowledges and agrees that all Output generated by the Cloud Service, including but not limited to the Output generated by any widget by Customer or its end-users, may be generated automatically by artificial intelligence (AI) algorithms. Customer further acknowledges that such Output is not supervised by a human operator.
 - 15.1.6. The Customer shall be responsible for notifying to any end-users or recipients of the Output generated by the Cloud Service that such Output it is AI-generated and not subject to human oversight. This notification shall be prominently displayed in a manner that is readily visible to end-users or recipients of the Output.
 - 15.1.7. The use of the Cloud Service, including AI-based automated chat services, by the Customer and its end-users is conditional upon the following activities not being carried out thereon. The Customer is solely responsible for passing on these prohibitions to its end-users:

- Customer and its end-users must not engage in any unlawful, harassing, abusive, threatening, or otherwise objectionable behavior while using the Cloud Services.
- Customer and its end-users must not use the Cloud Services to transmit any content that is defamatory, obscene, offensive, or infringes upon the rights of others. The Cloud Services may not be used to transmit or host hate speech, advocate violence or terrorism, distribute graphically violent or obscene content, or to support or normalize hateful, racist, libelous, or discriminatory activities
- Customer and its end-users must not attempt to access, interfere with, or disrupt the functioning of the Cloud Services or any associated systems or networks.
- Customer and its end-users must not use the Cloud Services for any fraudulent or deceptive purposes.
- Customer and its end-users must not misuse the Cloud Services to distribute spam, unsolicited messages, or malware.

16. Amendment of the Agreement

- 16.1. Unless otherwise specifically provided, myReach shall be entitled to amend or supplement this Agreement by notifying the Customer of any changes or amendments in writing at least six weeks before they take effect.
- 16.2. If the Customer does not agree with the changes or amendments to the Agreement, the Customer may object to the changes until four weeks before the date on which the changes or amendments are intended to take effect. The objection must be made in writing. If the Customer does not object, the amendments or supplements to the Agreement shall be deemed approved.

17. Audits

- 17.1. myReach reserves the right to verify the compliance with this Agreement and may, at its discretion, carry out the correspondent audits of the Cloud Services provided to Customer that will be conducted remotely or on-site.
- 17.2. If a remote or on-site audit is required, myReach will provide Customer electronic written notification 10 days prior the audit begins.
- 17.3. If, through an audit, myReach determines that Customer is in violation of this Agreement, Customer must immediately set the level of licensing contracted with myReach according to the business needs identified in the audit and at least equal to the total of the value of the identified noncompliance.
- 17.4. Failure to comply with a licensing level equal to the results of the audit and this Article is a material breach of this Agreement. myReach reserves the right to suspend and/or terminate the access to the Cloud Services, as well as to seek any other remedies available at law or in equity.

18. General provisions

- 18.1. Upon the signing of this Agreement by both parties, the provision of services shall commence immediately according to the Effective Date. The Customer acknowledges and agrees that billing for the services provided under this Agreement will also commence from the Effective Date.
- 18.2. myReach may use subcontractors. myReach remains responsible for fulfilling the obligations assumed by myReach even if subcontractors are appointed.
- 18.3. myReach is entitled to transfer and assign the rights and obligations in whole or in part to third parties due to changes in group structure. The Customer may not assign or transfer the Agreement, contractual rights or obligations to third parties without prior written consent of myReach. Any purported assignment or delegation in violation of this Section 16.2 is null and void. No assignment or delegation relieves the Customer of any of its obligations under the Agreement.
- 18.4. Neither party shall be deemed to have waived any provision hereof unless such waiver is in writing and executed by a duly authorised officer of both parties. Except as otherwise set forth in the Agreement, no failure to exercise or delay in exercising any rights arising from the Agreement shall operate or be construed as a waiver thereof.
- 18.5. If any term or provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 18.6. This Agreement is a legal agreement and constitutes the complete and exclusive agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written communications, representations, understandings, or agreements not specifically incorporated herein.
- 18.7. Unless explicitly agreed otherwise in writing, (i) all notices, requests, consents, claims, demands, waivers, and similar notifications (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the Agreement, or to such other address that may be designated by the receiving party in writing; (ii) all Notices shall be delivered by personal delivery, nationally recognised overnight courier (with all fees pre-paid), or certified or registered mail (in each case with return receipt requested and postage prepaid). Except as otherwise provided in the Agreement, a Notice is effective only (a) upon receipt of such Notice by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section. E-mail shall be deemed a valid communication form except for Notices.
- 18.8. MyReach shall provide to Customer, upon its request, a copy of its insurance policies in effect as of the start of the Cloud Services and agrees to maintain policies with at least the same level of coverage during the Term. myReach shall provide, in response to Customer's reasonable request (but not more frequently than once per year), updated insurance certificates and other information reasonably requested by Customer.

- 18.9. Survival. Provisions of the Agreement, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of the Agreement including, but not limited to, the following provisions: Fees, Termination, Confidentiality, Intellectual Property Rights, Limitation of Liability and Survival.
- 18.10. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in the Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for, or bind, the other party in any manner whatsoever.
- 18.11. No Third-Party Beneficiaries. The Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of the Agreement.
- 18.12. If the Customer is provided with a trial version of the Cloud Services, myReach may stop providing the Cloud Services at its sole discretion (i) for trial licenses without any prior notice. Trial versions of the Cloud Services are provided "AS IS" without any support or warranties, with no incident support services, and no maintenance or warranty of accessibility to the Cloud Services is provided. Trial is understood to be a beta test version, on which no guarantee is given as to the functioning of the software to be provided.
- 18.13. This Agreement shall be governed by and interpreted in accordance with the laws of Switzerland. Any claim or dispute arising in connection with this Agreement shall be resolved in the competent courts of the city of Fribourg (Switzerland).
- 18.14. Each party irrevocably submits to the exclusive jurisdiction of the above-mentioned courts in any suit, action, or proceeding. The conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods shall not apply in any case.

19. Definitions

Agreement: includes this Software Master Services Agreement, its Annexes, its offers and any service order.

AI Chats: number of independent chats allowed.

Authorised User: number of individuals that have been granted explicit permission by myReach to access and use the Cloud Services in accordance with the Order Form.

Billing Period: the specific duration of time for which a Customer is billed for the Cloud Services received. This period may be monthly or yearly by default as agreed by the Parties in the Order Form.

Cloud Services: services provided by myReach over the internet that allow Customers to access the Services according to clause 2 of the Agreement and subject to the provisions agreed by and between the Parties in the Order Form.

Continuous Modification: the right of myReach to change and adapt the content of the Cloud Services and Documentation, including the software provided, in particular in the event of further development and fixation of the Cloud Services offered by myReach.

Customer Data: all electronic data that is submitted to the Cloud Service by Customer together with other financial data and customer-related information, excluding (a) data that is part of the Cloud Service; or (b) Third party data that is provided through the Cloud Service; and (c) data that is created by or derived from the Cloud Service.

Customer: The entity contracting myReach Cloud Services bound by this Agreement whose identifying data is set out in the Order Form.

Data Processing Agreement: the legally binding contract between myReach and any Customer, outlining the terms and conditions for processing personal data.

Documentation: includes the description of the features regarding the Cloud Services to be provided by myReach under the Agreement which described in the following link <https://handbook.rea.ch/>.

Effective Date: The date on which the Agreement becomes effective, and the Cloud Services begin to be provided. This date will coincide with the date of signature.

External AI Chat Messages: the total number of chat messages asked to the Widget(s)

Full Services: means Customer access to myReach including the Standard Functionality and the Widget Functionality.

Input: refers to any data or information that is provided to the Cloud Services for processing, manipulation, or use to generate an Output.

Internal AI Queries: number of searches, queries or prompts done allowed. This includes both the chat prompts as well as AI powered searches. This quota only applies to the searches and chat prompts done to the internal Knowledge Base, not the Widget.

Master Record: the authoritative data record that serves as the single source of information and backup for a Customer. This record contains all essential information about the Customer, ensuring consistency, accuracy, and completeness of the data across the organization.

N° of Nodes: a node represents any item saved such as a file, website, note, contact, place picture, video or album.

N° of Users: seats, team members or users the customer has in the company account.

Order Form: the document setting out the economic conditions and authorized users for the use of the Services governed by this Agreement.

Output: refers to any data or information that is produced or generated by the Cloud Services as a result of processing any Input.

Pilot Version: an initial, limited implementation of the Cloud Services designed to test and validate the concept, functionality, and potential impact before a full-scale launch with no warranty for the Customer.

Service Level Agreement: the agreement between myReach and the Customer that defines the specific performance standards that must be met regarding the Services to be provided.

Specific Project: means any custom development, specific adaptation or particular amendment requested by the Customer to the Cloud Services shall be described in a specific document and agreed in a separate writing between myReach and the Customer.

Standard Functionality: means myReach software product features as described in <https://handbook.rea.ch/>, according to the service parameters described below

Storage: GB of memory stored allowed.

Third parties: shall mean any company affiliated or not affiliated with the Customer.

Widget Functionality: means myReach software product features as described in <https://handbook.rea.ch/>, according to the service parameters described below.